



GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

NO. 051] CHANDIGARH, MONDAY, APRIL 07, 2025 (CHAITRA 17, 1947 SAKA)

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 3rd April 2025

No. 505052-HII(2)-2025/5283.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **84/2021** dated **31.01.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

VIJAY KUMAR RANA S/O SH. RAM PARKASH, H.NO.6343-D, SECTOR 56, CHANDIGARH.
(WORKMAN)

AND

M/S EDELWEISS TOKIO LIFE INSURANCE COMPANY LIMITED, 6TH FLOOR, TOWER 3,
WING B, KOHINOOR CITY, KIROL ROAD, KURLA (W), MUMBAI-400070 THROUGH
ITS MANAGING DIRECTOR. (MANAGEMENT)

AWARD

1. Vijay Kumar Rana, claimant-workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that claimant-workman was appointed by the respondent-management (*here-in-after 'management'*) to work in the company office at Branch Sector 22, Chandigarh vide letter No.AL-27600-2 dated 26.09.2018. The claimant-workman was allotted the employees Code No.31460. The claimant-workman remained in the uninterrupted employment up to 26.11.2020 when he resigned from the company as he was to join another company on better terms of payment. Before submitting his resignation, the claimant-workman took into confidence all the concerned persons. The claimant-workman was drawing ` 49,984/- per month as wages at the time of termination. Although, the claimant-workman was designated as Relationship Manager but he had no managerial, administrative or supervisory duty to discharge. According to the terms of employment, the claimant-workman resigned from service of the company on 27.11.2020. The claimant-workman requested the management to accept his

(495)

*This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>*

Signature Not Verified
Digitally Signed by
SURESH BALA
Date: 07/04/2025
16:54:33 IST
Reason: Published
Location: CHD

resignation on 27.11.2020. The last working day of the claimant-workman will be 30.11.2020 as he is joining new company on 01.12.2020. If any recovery comes later on, the management can deduct the same from the full and final account of the claimant-workman. The claimant-workman was shocked, when he received e-mail Thursday, December 10, 2020 on the subject of 'Resignation withdrawal request' accepted. The e-mails reads as '*Dear Vijay Kumar Rana. This is to inform you, your resignation withdrawal request has been accepted and you have been retain. This is auto-generated e-mail. Kindly, do not reply to this.*' It is further averred that claimant-workman did not make any request for withdrawal of resignation. There was no cause and reason of withdrawal of resignation as the claimant-workman was on better terms of employment with a new company. On 28.12.2020, the claimant-workman received a letter No. Nil dated 28.12.2020 on the subject show-cause notice-unauthorized absenteeism and indiscipline. As per Para 3 of show-cause notice which reads :-

"As per the company policy and Appointment letter, you (Vijay Kumar Rana) were under an obligation to serve a notice period of 30 days. Further, given the critically of your job role, you were directed vide emails dated 30th November, 2020 and 9th & 12th December, 2020 to serve the notice period of 30 days as per your Appointment Letter. In view of the above, your resignation was accepted with your last working day as 26th December, 2020 instead of 30th November, 2020. In accordance with the Notice of Separation/Termination clause of your Appointment letter."

The letter further reads:-

"As your continued unauthorised absenteeism and not serving notice period deliberately for reason best known to you is completely unacceptable and construed as 'Misconduct' in accordance with the Company's rules/norms/policies as made amply aware to your Appointment Letter, during your joining formalities and from time to time during the course of your employment with the company."

The show-cause notice further reads:-

"That in view of the above, you are hereby advised to revert with your written explanation within three (3) working days from the receipt of Show-Cause Notice as to why your resignation should not be converted into termination."

It is further averred that there were no terms of employment in the appointment letter that the claimant-workman was to serve the company for a period of 30 days. As per letter of appointment, clause titled as Notice for Separation/Termination: either party, by stating their intention to do so, in writing may terminate this employment at any time, provided that at least one month's notice or salary in lieu thereof is given. Waiver of notice period is completely at the discretion of the company. The claimant-workman was not bound to serve the company for 30 days continuously. The claimant-workman was under no obligation to reply the show-cause notice when the claimant-workman was not in the employment of the company, even then the claimant-workman replied the show-cause notice on the same day i.e. 28.12.2020 to the satisfaction of the management and viz-a-viz the para wise contents of show-cause notice. Vide letter No. Nil dated 13.01.2021, on the alleged charge of un-authorised absenteeism and willful insubordination inter-alia not serving notice period the services of the claimant-workman were illegally and wrongfully terminated w.e.f. 13.01.2021. The termination is illegal, wrongful, unjustified, motivated, against the principle of natural justice and unfair labour practice. No charge-sheet was issued, no inquiry was held and claimant-workman was not given retrenchment compensation at the time of termination. The management has thus violated Section 25F of the ID Act. For his reinstatement, the claimant-workman served upon the management a demand notice dated 23.01.2021. The management neither denied the contents of the demand notice nor took the claimant-workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. The

management did not appear before the Conciliation Officer, U.T. Chandigarh on any date fixed for settlement. The claimant-workman remained unemployed during the period i.e. from the date of termination to till date. Prayer is made that claimant-workman may be reinstated with continuity of service, full back wages from the date of termination to till date and without any change in his service condition.

3. On notice, management contested the claim statement by filing written statement on dated 07.06.2022 (filed on 22.08.2022) wherein preliminary objections are raised on the ground that present claim is false, frivolous, malicious and vexatious, without any cause of action inter-alia devoid of merits hence, is liable to be dismissed at the threshold. The claimant was employed with the respondent (*here-in-after 'management'*) as Relationship Manager w.e.f. 11.10.2018. Thus, per-se, the present claim is not maintainable since the claimant was / is not a 'workman' within the meaning of Section 2(s) of the ID Act. The designation of the claimant demonstrates that his designation of Relationship Manager was undisputedly entrusted with managerial responsibilities. Hence, the claimant is prohibited from enforcing the provisions of the ID Act before the Authority. The profile of the claimant was inter-alia for promoting the business of the management company. Further, annual salary of the claimant was ` 6,30,000/- at the inception of joining and as such is higher than the stipulated salary as provide under Section 2(s)(iv) of the ID Act. In view of the above, the claimant does not qualify to be a 'workman' as defined under Section 2(s) of the ID Act. Accordingly, this Authority does not have the jurisdiction to entertain the present claim / complaint. As such, the present complaint is liable to be dismissed on that count as well. Consequently, this Authority has no jurisdiction over the matter. The present application being not maintainable is accordingly liable to be dismissed. The claimant was appointed as Relationship Manager by virtue of appointment letter dated 26.09.2018 and by accepting the same, he had agreed to all the terms included those relating to termination and there was a binding contract between the parties in this regard. As the claimant resigned vide e-mail dated 17.11.2020 sent to the management and it was consented 'in-principle' subject to condition of completion of notice period. However, the claimant did not comply with such terms and conditions of notice period, however, the claimant preferred not to comply with such terms and thereby violated the condition of employment which culminated into his resignation. The termination is valid and in conjunction with terms of the said appointment letter and thus, it cannot raise any grievance in respect of the same. The claimant with a malafide intent and ulterior motive has placed distorted facts before this Court to his convenience. As a matter of fact, the claimant out of his own wish and will had resigned from the management company vide e-mail dated 27.11.2020 citing therein reason of resignation as 'joining of new company w.e.f. 01.12.2020'. The contents of e-mail dated 27.11.2020 sent by claimant are reproduced as below :-

"Dear Team

Please accept this letter as my formal resignation from Branch Manager at Edelweiss Tokio life insurance company Chandigarh Branch, Effective on today that is 27th Nov, 2020. My last working day will be 30th Nov 2020, As I am joining a New Company on 1st December 2020."

It is further submitted that on receipt of such sudden resignation from the Branch Manager of its Branch situated as Sector 22, Chandigarh, an immediate responsive e-mail of even date was communicated by Human Resources Department of management to the claimant thereby intimating him that serving of 30 days as notice period is mandatory, moreover, if it pertains to such responsible designation, the same cannot be left out in lurch and shocking manner which was undoubtfully detrimental to the business and goodwill of the

management company. The contents of e-mail dated 27.11.2020 sent by the management to the claimant are reproduced as below ;

"Dear Vijay

While I will await confirmation from your RA Vishwa Mohan on your separation request, yet, please know that serving 30 days notice period is mandatory; failing which it shall lead to disciplinary action.

In case of any query, please feel free to contact Vishwa or me.

Thank You

Shikha Garg

Human Resources-North"

It is further submitted that due to sudden resignation, there was a halt to entire work in the said branch, the same could not be acceded by the management. Hence, the claimant was immediately asked to serve the 30 days' notice period up to 26.12.2020 before discharging himself from responsibilities of such position. However, the claimant opted not to comply with such terms and remained absent from office w.e.f. 01.12.2020 and consequent to his continuous absence from the office, the management was forced to terminate the claimant on account of his misconduct, negligence and defaulting in serving 30 days' notice period. As the claimant was asked to serve a notice period of 30 days' vide e-mails dated 27.11.2020, 30.11.2020, 02.12.2020, 09.12.2020, 12.12.2020, 26.12.2020. However, the claimant in gross disobedience of such instructions inter-alia in violation of terms of his appointment letter, remained absent from 01.12.2020. The claimant was continuously absent from office from 01.12.2020 up to his last working day being 26.12.2020 (as the notice period was ending on such date) despite various reminder e-mails to ensure the presence of Branch Manager in such branch of management. Hence, a show-cause notice dated 28.12.2020 was issued to the claimant. The claimant had to remain in employment up till the notice period is over i.e. 26.12.2020. Therefore, his conduct, willful default and disobedience during the time lag of 27.11.2020 to 26.12.2020 rendered him liable for disciplinary action to be taken by the management and accordingly, the claimant was terminated on 13.01.2021 after serving him show-cause notice dated 30.12.2020 as per the terms of the appointment letter. The claimant apart from the terms and conditions of the appointment letter was bound to and required to comply with the policies and procedures of the company as amended from time to time. The claimant by accepting the said appointment letter and affixing his signatures thereto became bound by the said agreement and terms and conditions of employment. An employee remains in employment even during the tenure of notice period and the governing terms and conditions of the employment remains enforce, intact, therefore, an employee shall always be subject to disciplinary action in case of disobedience, misconduct and evading the performance of duty at any point of time until the agreement of employment is validly terminated. Hence, the termination of claimant due to above disobedience and absence from duty during notice period renders his termination as valid, lawful and sustainable in the eyes of law. Moreover, once the resignation is tendered, the claimant cannot ask for reinstatement of his employment as herein prayed for, by the claimant. The claim is liable to be dismissed. The present claim is false, motivated and has been prefer merely to harass and pressurize the management with ulterior motives. The same is apparent from the fact that claimant had joined a new company and entered into an agreement of employment with his new employer. Consequently, the employment of the claimant with the management herein got terminated on happening of said event and as such the prayer of claimant is bad in law. The management has rightly rejected the resignation of the claimant inter-alia terminated the employee since he remained absence from office / work during the notice period which was gross violation of employment, thus, the claim is liable to be dismissed on this ground as well.

4. Further in para-wise reply similar stand is taken as taken in the preliminary objection. It is admitted that claimant-workman did not make any request for withdrawal of resignation. It is admitted that vide e-mail / letter dated 28.12.2020, the management issued a show-cause notice to the claimant. Rest of the averments of claim statement are denied being false. Prayer is made that the claim may be dismissed with costs.

5. The written statement is accompanied with sworn in affidavit of Nilesh Ramchandani, Chief Manager-Legal, Edelweiss Tokio Life Insurance Company Ltd. registered office at Mumbai.

6. Claimant-workman filed rejoinder wherein contents of the written statement except admitted facts are denied as wrong and averments of claim statement are reiterated.

7. From the pleadings of parties following issues were framed vide order dated 10.03.2023.

1. Whether the services of the workman were illegally terminated ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and consequential benefits ? OPW
3. Whether the claimant-workman does not fall within the definition of 'workman' as defined under Section 2(s) of the ID Act ? OPM
4. Whether the workman has no cause of action ? OPM
5. Relief.

8. In evidence, claimant-workman Vijay Kumar Rana examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with copies of documents Exhibit 'W1' to Exhibit 'W5'.

Exhibit 'W1' is copy of appointment letter dated 26.09.2018.

Exhibit 'W2' is hardcopy of e-mail dated 27.11.2020.

Exhibit 'W3' is copy of show cause notice dated 28.12.2020.

Exhibit 'W4' is copy of termination letter dated 13.01.2021.

Exhibit 'W5' is certificate under Section 65-B of Indian Evidence Act.

9. On 02.09.2024, Learned Representative for the claimant-workman closed evidence in affirmative.

10. On the other hand, management examined MW1 Navdeep Kaur - HR-Business Partner working with Edelweiss Life Insurance Company (formerly known as Edelweiss Tokio Life Insurance Company Ltd.), who tendered her affidavit Exhibit 'MW1/A' along with copies of documents Exhibit 'M1/1' to Exhibit 'M1/15' and Mark 'A/1' to Mark 'A/10'.

Exhibit 'M1/1' is copy of appointment letter dated 26.09.2018.

Exhibit 'M1/2' is copy of show cause notice dated 28.12.2020 issued to the claimant-workman.

Exhibit 'M1/3' is copy of termination letter dated 13.01.2021.

Exhibit 'M1/4' is copy of authority letter dated 25.09.2024 issued in favour of Navdeep Kaur.

Exhibit 'M1/5' is certificate under Section 63 of B.S.A in support of e-mail dated 27.11.2020, 26.12.2020, 15.12.2020, 12.12.2020, 10.12.2020, 09.12.2020, 10.12.2020, 30.11.2020, 28.12.2020 and 13.01.2021 relating to communication between claimant-workman and management.

Exhibit 'M1/6' to Exhibit 'M1/15' are copy of e-mail dated 27.11.2020, 26.12.2020, 15.12.2020, 12.12.2020, 10.12.2020, 09.12.2020, 10.12.2020, 30.11.2020, 28.12.2020 and 13.01.2021 relating to communication between claimant-workman and management.

Mark 'A/1' to Mark 'A/10' are copy of hardcopies of e-mail dated 27.11.2020, 26.12.2020, 15.12.2020, 12.12.2020, 10.12.2020, 09.12.2020, 10.12.2020, 30.11.2020, 28.12.2020 and 13.01.2021 relating to communication between claimant-workman and management.

11. On 29.11.2024, Learned Representative for management closed oral evidence and on 31.01.2025 closed documentary evidence.

12. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-

Issue No. 1 & 2 :

13. Both these issues are taken up together being interconnected and in order to avoid repetition of discussion.

14. Onus to prove both these issues is on the claimant-workman.

15. In support of statement of claim, claimant-workman Vijay Kumar Rana examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed that the averments of claim statement in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'W1' to Exhibit 'W5'.

16. On the other hand, management examined MW1 Navdeep Kaur - HR - Business Partner, who vide her affidavit Exhibit 'MW1/A' deposed the entire contents of the written statement which are not reproduced here to avoid repetition. MW1 supported her oral version with documents Exhibit 'M1/1' to Exhibit 'M1/15' and Mark 'A/1' to Mark 'A/10'.

17. From the oral as well as documentary evidence led by the parties, the admitted facts of the parties are that the claimant-workman was appointed as Relationship Manager by the management vide appointment letter dated 26.09.2018 / Exhibit 'W1' / Exhibit 'M1'. The claimant-workman was appointed to work in the company's office at Chandigarh as a Branch Unit Manager commencing on or before 08.10.2018. On dated 27.11.2020, claimant-workman resigned from the services of management-Company and tendered his resignation through email dated 27.11.2020 / Exhibit 'W2' / Exhibit 'M1/6'. The contents of e-mail Exhibit 'W2' / Exhibit 'M1/6' are reproduced as below :-

"Dear Team

Please accept this letter as my formal resignation from Branch Manager at Edelweiss Tokio life insurance company Chandigarh Branch, Effective on today that is 27th Nov, 2020. My last working day will be 30th Nov 2020, As I am joining a New Company on 1st December 2020.

Kindly accept my resignation.

*And if any recovery came then you can deduct from my full and final
Regards*

*Vijay Kumar Rana
EMP Code 31640."*

18. In reply to e-mail / Exhibit 'W2', the management sent reply through e-mail dated 27.11.2020 / Exhibit 'M1/6' requiring the claimant-workman to comply the condition of serving 30 days prior notice failing which disciplinary action shall be taken against the claimant-workman. The contents of e-mail dated 27.11.2020 / Exhibit 'M1/6' are reproduced as below :-

"Dear Vijay

While I will await confirmation from your RA Vishwa Mohan on your separation request, yet, please know that serving 30 days notice period is mandatory; failing which it shall lead to disciplinary action.

In case of any query, please feel free to contact Vishwa or me.

Thank You

Shikha Garg

Human Resources-North"

19. It is argued by Learned Representative for the claimant-workman that the management instead of acceptance of the resignation required the claimant-workman to serve 30 days prior notice, although the claimant-workman in his resignation letter offered the management to deduct any recovery from his full & final. Thus, the claimant-workman with the aforesaid offer left it to the discretion of the management to recover amount of notice pay from his dues. It is further argued by Learned Representative for the claimant-workman that the management illegally denied to accept the resignation of the claimant-workman and issued letter dated 28.12.2020 / Exhibit 'W3' to the claimant-workman to convert his resignation into termination. On the ground of alleged absence from duty since 01.12.2020 and ultimately, terminated the services of the claimant-workman w.e.f. 13.01.2021 vide letter dated 13.01.2021 / Exhibit 'W4'. Learned Representative for the claimant-workman argued that before issuing the termination letter Exhibit 'W4', the management neither issued charge sheet nor held any inquiry nor paid retrenchment compensation at the time of termination and thus violated Section 25F of the ID Act.

20. On the other hand, Learned Representative for the management argued that the claimant-workman tendered resignation through e-mail dated 27.11.2020 without compliance of the terms & conditions of the appointment letter i.e. without serving 30 days prior notice or without depositing notice pay in lieu of notice period. The claimant-workman was communicated through various communications through e-mails i.e. Exhibit 'M1/6' to Exhibit 'M1/13' requiring the claimant-workman that since he has not complied with the mandatory condition of serving 30 days prior notice, thus to resume back to his work with immediate effect failing which appropriate disciplinary actions shall be taken against him. It is further argued by Learned Representative for the claimant-workman that despite above communications, the claimant-workman did not resume duty and remained absent without intimation and prior approval from 01.12.2020. Thereafter, the management issued show-cause notice dated 28.12.2020 Exhibit 'M1/2' through e-mail dated 28.12.2020 / Exhibit 'M1/14' calling written explanation of the claimant-workman within 3 days from the date of receipt of show-cause notice as to why his resignation should not be converted into a termination. Learned Representative for the management further argued that no response was received from the claimant-workman to the show cause notice and the claimant-workman did not resume his duty, therefore, the services of the claimant-workman are rightly terminated vide letter of termination dated 13.01.2021 / Exhibit 'M1/3'.

21. To my opinion, the employment of the claimant-workman was governed by the terms & conditions of the appointment letter dated 26.09.2018. The appointment letter dated 26.09.2018 relied upon by the claimant-workman vide Exhibit 'W1' and relied upon by the management vide Exhibit 'M1' incorporates terms & conditions of employment which are binding on both the parties and the relevant condition with regard to notice for separation / termination as incorporated in the appointment letter is reproduced as below :-

"Notice for Separation / Termination: Either party, by stating their intention to do so, in writing may terminate this employment, at any time, provided that at least one month's prior written notice or salary in lieu thereof is given. Waiver of notice period days is completely at the discretion of the company.

However, in the event of your being guilty of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business, or such misdemeanor which is likely to affect, or affects the reputation of the Company's working or breaches any of the terms and conditions herein, the Company reserves its right to terminate your service at any given point of time, with immediate effect, without any compensation or notice.

During Notice Period, you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company."

22. In view of the above condition, it was mandatory for the claimant-workman either to issue 30 days prior notice before submitting his resignation or to tender notice pay in lieu of notice period along with the resignation. But in the present case, the claimant-workman has neither issued 30 days prior notice nor tendered or deposited notice pay in lieu of notice period along with his resignation dated 27.11.2020. Claimant-workman / AW1 when put to cross-examination admitted as correct that appointment letter dated 26.09.2018 was issued to him by the management. AW1 further stated that he resigned from the job. AW1 admitted as correct that as per condition No.4 'Notice for separation / termination' mentioned in the appointment letter dated 26.09.2018 / Exhibit 'M1', either party by stating their intention to do so, in writing may terminate this employment, at any time, provided that at least one month's prior written notice or salary in lieu thereof is given and waiver of notice period days is completely at the discretion of the Company. AW1 in his cross-examination further stated that he tendered resignation on 27.11.2020 and stopped coming to office on 30.11.2020. The aforesaid version of AW1 would prove that the claimant-workman has failed to comply with the term & condition of the appointment letter relating to notice for separation / termination. MW1 when put to cross-examination stated that the workman remained in the employment from the date of appointment till termination but during the period of absence from the date of tendering his resignation till termination, he did not come for doing work in the management's Company. In view of the facts & circumstances above, the management's refusal to accept the resignation is justified as the resignation did not fulfill the terms & conditions of the appointment letter. Besides, the order dated 13.01.2021 / Exhibit 'M1/3' of termination of services of the claimant-workman is also justified, the same being issued after serving show-cause notice dated 28.12.2020 to the claimant-workman.

23. Accordingly, issue No.1 & 2 are decided against the claimant-workman and in favour of the management.

Issue No. 3 :

24. Onus to prove this issue on the management.

25. Learned Representative for the management argued that the claimant-workman was appointed as Relationship Manager and he was discharging the duties of Branch Unit Manager in the company's office at Chandigarh. Besides, the claimant-workman was getting monthly salary of ` 49,984/-, which is admitted by the claimant-workman / AW1 in his cross-examination. Therefore, the claimant-workman does not fall within the definition of 'workman' as defined under Section 2(s) of the ID Act.

26. On the other hand, Learned Representative for the claimant-workman argued that the claimant-workman was not discharging any managerial duties. The claimant-workman was not empowered to grant leave to any employee or to initiate disciplinary proceedings against any employee of the management-company. Thus, the claimant-workman is a 'workman' as defined under Section 2(s) of the ID Act. To support his arguments Learned Representative for the claimant-workman referred judgment **Anand Regional Coop. Oil Seedsgrowers' Union Limited Versus Shaileshkumar Harshadbhai Shah, 2006 SCC (L&S) 1486**.

27. To my opinion, the argument raised by Learned Representative for the claimant-workman carries force as MW1 in his cross-examination recorded on dated 22.10.2024 stated that the workman was empowered to grant leave to the employees. The workman was not empowered to grant increment to any employee. The workman was empowered to issue charge sheet to any employee and today he has not brought any document showing that workman has granted leave to any employee or that he has issued charge sheet to any employee. MW1 voluntarily stated that he can check the record to ascertain the same. Remaining cross-examination of MW1 deferred, providing him an opportunity to produce the record, if any, regarding the leave sanctioned by the claimant-workman to the employees, issuance of the charge sheet by the claimant-workman to employee / employees. MW1 when recalled for his remaining cross-examination recorded on 29.11.2024 stated that he has not brought the record regarding the leave allegedly sanctioned by the workman to the employees, alleged issuance of charge sheet by the claimant-workman to the employee / employees. From the aforesaid version of MW1 would support the plea of the claimant-workman that he has no managerial duties to discharge. The judgment referred **2006 SCC (L&S) 1486 (supra)** is applicable to the facts of the present case to an extent.

28. Accordingly, this issue is decided against the management and in favour of the claimant-workman.

Issue No. 4 :

29. Onus to prove this issue is on the management.

30. This issue has not been pressed by Learned Representative for the management during the course of arguments.

31. Accordingly, this issue is decided against the management and in favour of the workman.

Relief :

32. In the view of foregoing finding on the issues No. 1 & 2 above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No.PB0152

Secretary Labour,
Chandigarh Administration.

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."